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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/022,075	12/18/2001	Joseph F Beggins	G04.012	5571
28062 7590 01/11/2008 BUCKLEY, MASCHOFF & TALWALKAR LLC 50 LOCUST AVENUE NEW CANAAN, CT 06840			EXAMINER GRAHAM, CLEMENT B	
			ART UNIT 3692	PAPER NUMBER
			MAIL DATE 01/11/2008	DELIVERY MODE PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

## Office Action Summary

**Application No.**

10/022,075

**Applicant(s)**

BEGGINS ET AL.

**Examiner**

Clement B. Graham

**Art Unit**

3692

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 18 October 2007.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 19-42 and 45-48 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 19-42, 45-48 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                       | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

### **DETAILED ACTION**

1. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 10/18/2007 has been entered.
2. Claims 1-18 has been cancelled and claims 19-48 remained pending.

#### **Claim Rejections - 35 USC § 101**

3. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 19, 36, 45-48, are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

Applicant's claims are directed to an algorithm. Specifically, claim 19 recites "referring", "accessing" and "receiving" identifying" providing"" communicating, however these steps are mere ideas in the abstract (i.e., abstract idea, law of nature, natural phenomena) that do not apply, involve, for example) and abstract ideas without a practical application are found to be non-statutory subject matter. Therefore, Applicant's claims are non-statutory as they do not produce a useful, concrete and tangible result.

#### **Claim Rejections - 35 USC § 112**

4. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 19, 36, 43-48, rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

In particular, Claims 19, 36, 43-48, states " accessing by a borrower an electronically accessible resource, that includes information regarding commercial mortgage loan account wherein the borrower has a loan account associated with the commercial mortgage loan and ownership interest in the commercial mortgage loan is provided via at least one commercial mortgage backed security" it is unclear because

nothing is done with this data and all that Applicant's claims is attempting to do is simply perform a referral service ...". For further examination, the examiner interprets the limitation in light of this 112, second rejection.

In particular, Claims 45, 47, recites the word ["operative"].

However this language fails to distinctly claim Applicant's invention because the scope of the claim is unclear. Moreover the specification fails to clarify, the meaning of the limitation.

Appropriate correction is required.

***Claim Rejections - 35 USC § 103***

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 19, 20-42, 45-48, are rejected under 35 U.S.C. 103(a) as being unpatentable over Martin et al (Hereinafter Martin U.S Patent 6, 304, 860) in view of Ashenmil et al (Hereinafter Ashenmil U.S Patent 6, 615, 187).

As per claim 19, Martin discloses a method for facilitating referral by a borrower to a vendor, wherein the borrower has an account involving a commercial mortgage loan and ownership interest in the commercial mortgage loan is provided via at least one commercial mortgage backed security, comprising:

accessing by a borrower an electronically accessible resource, that includes information regarding an existing mortgage loan accounts wherein the borrower has a loan account associated with the mortgage loan and receiving a request via said electronically accessible resource from said borrower for a referral for a service, wherein said borrower is associated with said account;

identifying a vendor that can provide said service(see column 6 lines 63-67 and column 7 lines 1-19)

identifying at least one step associated with said request; said at least one step is to be accomplished by said vendor to provide said service, providing a notification via an electronic communication to said vendor regarding said request and said at least one

step to accomplish said at least one step ; and communicating with said vendor regarding said at least one step. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

Martin fail to explicitly teach commercial, and ownership interest in the commercial mortgage loan is provided via at least one commercial mortgage backed security.

However Ashenmil discloses in the preferred embodiment, the REBO may be collected with other REBOs to produce a pool of REBOs, thereby diversifying the investment and reducing the overall risk. Since the REBO is an option or contractual right on the part of the REBO owner to receive a future cash flow, it is as easily securitized as any other cash generating asset, such as credit card accounts, home equity loans, and mortgages. Securitizing a REBO or pool of REBOs enables the owner of the REBOs to receive cash in the present for a predicted future cash flow. As such, well-known methods of asset-backed securitization can be applied to the REBO to make it a valuable investment tool.(see column 11 lines 15-32).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Martin to include ownership interest in the commercial mortgage loan is provided via at least one commercial mortgage backed security taught by Ashenmil in order to securitizes the mortgage.

As per claim 20, Martin discloses wherein said at least one step includes at least one action to be taken by said vendor by a specific date. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 21, Martin discloses wherein said communicating with said vendor regarding said at least one step includes providing a notification to said vendor indicative of a lack of a completion of said at least one step. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 22, Martin discloses wherein said communicating with said vendor regarding said at least one step includes receiving an indication from said vendor of a completion of said at least one step. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 23, Martin discloses wherein said at least one step includes a plurality of steps and said communicating with said vendor regarding said at least one step includes:

providing a notification to said vendor indicative of a lack of a completion of a first of said plurality of steps. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

receiving an indication from said vendor of a completion of said first of said plurality of steps;

providing a notification to said vendor indicative of a lack of a completion of a second of said plurality of steps; and

receiving an indication from said vendor of a completion of said second of said plurality of steps. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 24, Martin discloses wherein said notification provided to said vendor includes at least one of the following:

an identifier associated with said request;

an identifier associated with said borrower; and

data indicative of a location where information regarding said borrower is located. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 25, Martin discloses wherein said at least one step includes a plurality of steps and wherein said communicating with said vendor regarding said at least one step includes providing a notification to said vendor when one of said plurality of steps is not indicated by said vendor as being completed. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 26, Martin discloses further comprising:

providing an invoice to said vendor when said service is provided to the borrower. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 27, Martin discloses further comprising:

providing an invoice to said vendor when said at least one step is completed. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 28 Martin discloses further comprising:  
determining if said vendor has completed said at least one step. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 29, Martin discloses further comprising:  
providing a notification to said borrower regarding said vendor. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 30, Martin discloses further comprising:  
providing a notification to said borrower regarding said at least one step. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 31, Martin discloses further comprising:  
receiving a fee from said vendor. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 32, Martin discloses, wherein said electronic communication is an email message. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 33, Martin discloses, wherein said electronically accessible resource is a Web site. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 34, Martin discloses, wherein said receiving a request via said electronically accessible resource from said borrower for a service, wherein said borrower is associated with said account, includes receiving an email message at said electronically accessible resource from said investor, wherein said email message includes said request. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 35, Martin discloses wherein said receiving a request via said electronically accessible resource from said borrower for a service, wherein said

borrower is associated with said account, includes receiving said request during a use of said electronically accessible resource by said borrower. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 36, Martin discloses a method for facilitating response to an inquiry from an investor regarding a commercial mortgage loan, comprising:  
accessing by an investor an electronically accessible resource, that includes information regarding an mortgage loan, receiving an inquiry via said electronically accessible resource from said investor regarding said mortgage loan;  
determining at least one other investor associated with said mortgage loan;  
determining a response to said inquiry and providing said response to said investor and said at least one other investor. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

Martin fail to explicitly teach commercial, and wherein ownership interest in the mortgage loan is provided to at least one investor via at least one commercial mortgage backed security.

However Ashenmil discloses in the preferred embodiment, the REBO may be collected with other REBOs to produce a pool of REBOs, thereby diversifying the investment and reducing the overall risk. Since the REBO is an option or contractual right on the part of the REBO owner to receive a future cash flow, it is as easily securitized as any other cash generating asset, such as credit card accounts, home equity loans, and mortgages. Securitizing a REBO or pool of REBOs enables the owner of the REBOs to receive cash in the present for a predicted future cash flow. As such, well-known methods of asset-backed securitization can be applied to the REBO to make it a valuable investment tool.(see column 11 lines 15-32).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Martin to include and wherein ownership interest in the mortgage loan is provided to at least one investor via at least one commercial mortgage backed security taught by Ashenmil in order to securities the mortgage.



As per claim 37, Martin discloses wherein said electronically accessible resource includes a Web site. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 38, Martin discloses, wherein said providing said response to said investor and said at least one other investor includes allowing said investor and said at least one other investor to access said response via said electronically accessible resource. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 39, Martin discloses wherein said providing said response to said investor and said at least one other investor includes providing an electronic communication to said investor and said at least one other investor that includes said response. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 40, Martin discloses wherein said receiving an inquiry via said electronically accessible resource from said investor regarding said commercial mortgage loan includes receiving an email message at said electronically accessible resource from said investor, wherein said email message includes said inquiry. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 41, Martin discloses wherein said receiving an inquiry via said electronically accessible resource from said investor regarding said commercial mortgage loan, includes receiving said inquiry during a use of said electronically accessible resource by said investor.

As per claim 42, Martin discloses wherein said providing said response to said investor and said at least one other investor includes providing data to said investor and said at least one other investor, said data being indicative of a location of said response. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

As per claim 43, Martin discloses a system for facilitating payment by a borrower having an account involving a commercial mortgage loan, backed -sew, comprising: a memory; a communication port; and a processor connected to said memory and said communication port, said processor being operative to allow-accessing, by a borrower an electronically accessible resource, that includes information regarding a commercial mortgage loan account, determine a payment due, currently or in the future, from said borrower wherein said payment is associated with existing terms of said commercial loan account (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24) provide a notification via a first electronic communication to said borrower regarding said payment; receive authorization from said borrower via a second electronic communication to process said payment and process said payment. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

Martin fail to explicitly teach wherein commercial and ownership interest in the commercial mortgage loan is provided via at least one commercial mortgage backed security.

However Ashenmil discloses in the preferred embodiment, the REBO may be collected with other REBOs to produce a pool of REBOs, thereby diversifying the investment and reducing the overall risk. Since the REBO is an option or contractual right on the part of the REBO owner to receive a future cash flow, it is as easily securitized as any other cash generating asset, such as credit card accounts, home equity loans, and mortgages. Securitizing a REBO or pool of REBOs enables the owner of the REBOs to receive cash in the present for a predicted future cash flow. As such, well-known methods of asset-backed securitization can be applied to the REBO to make it a valuable investment tool.(see column 11 lines 15-32). Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Martin to include wherein commercial and ownership interest in the commercial mortgage loan is provided via at least one

commercial mortgage backed security taught by Ashenmil in order to securities the mortgage.

As per claim 44, Martin discloses a computer program product in a computer readable medium for facilitating payment by a borrower having an account involving a commercial mortgage loan, comprising:  
instructions for facilitating access by a borrower to an electronically accessible resource, that includes information regarding an existing mortgage loan account instructions for identifying a payment due, currently or in the future, from said borrower wherein said payment is associated with existing terms of said loan account (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24)  
instructions for sending a notification via a first electronic communication to said borrower regarding said payment, instructions for obtaining authorization from said borrower via a second electronic communication to process said payment; and  
instructions for making said payment. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

Martin fail to explicitly teach wherein commercial and ownership interest in the commercial mortgage loan is provided via at least one commercial mortgage backed security.

However Ashenmil discloses in the preferred embodiment, the REBO may be collected with other REBOs to produce a pool of REBOs, thereby diversifying the investment and reducing the overall risk. Since the REBO is an option or contractual right on the part of the REBO owner to receive a future cash flow, it is as easily securitized as any other cash generating asset, such as credit card accounts, home equity loans, and mortgages. Securitizing a REBO or pool of REBOs enables the owner of the REBOs to receive cash in the present for a predicted future cash flow. As such, well-known methods of asset-backed securitization can be applied to the REBO to make it a valuable investment tool. (see column 11 lines 15-32).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Martin to include wherein commercial and ownership interest in the commercial mortgage loan is provided via at least one

commercial mortgage backed security taught by Ashenmil in order to securities the mortgage.

As per claim 45, Martin discloses a system for facilitating a service provider to refer request from a borrower for services to a vendor the system comprising:

a memory;

a communication port; and

processor being a processor connected to said memory and said communication port, said allow access, by a borrower, to an electronically accessible resource, that includes information regarding an existing mortgage loan account, wherein the borrower has an account involving a mortgage loan and ownership interest in the commercial mortgage loan is provided via at least one commercial mortgage backed security(see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24) receive a request via said electronically accessible resource from said borrower for a referral for a service, wherein said borrower is associated with said account; identify a vendor that can provide said service; identify at least one step associated with said request; said at least one step is to be accomplished by said vendor to provide said service, provide a notification via an electronic communication to said vendor regarding said request and said at least one step; and communicate with said vendor regarding said at least one step to accomplish said at least one step. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

Martin fail to explicitly teach wherein commercial and ownership interest in the commercial mortgage loan is provided via at least one commercial mortgage backed security.

However Ashenmil discloses in the preferred embodiment, the REBO may be collected with other REBOs to produce a pool of REBOs, thereby diversifying the investment and reducing the overall risk. Since the REBO is an option or contractual right on the part of the REBO owner to receive a future cash flow, it is as easily securitized as any other cash generating asset, such as credit card accounts, home equity loans, and mortgages. Securitizing a REBO or pool of REBOs enables the owner of the REBOs to receive cash in the present for a predicted future cash flow. As such,

well-known methods of asset-backed securitization can be applied to the REBO to make it a valuable investment tool.(see column 11 lines 15-32).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Martin to include wherein commercial and ownership interest in the commercial mortgage loan is provided via at least one commercial mortgage backed security taught by Ashenmil in order to securities the mortgage.

As per claim 46, Martin discloses a computer program product in a computer readable medium for facilitating a service provider to refer requests from a borrower for services to a vendor the computer program comprising:

instructions for facilitating access, by a borrower, to an electronically accessible resource, that includes information regarding mortgage loan account (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24)

instructions for obtaining a request regarding said account via said electronically accessible resource from said borrower for a referral for a service, wherein said borrower is associated with said account, instructions for selecting a vendor that can provide said service;

instructions for selecting at least one step associated with said request said at least one step is to be accomplished by said vendor to provide said service, (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24)

instructions for sending a notification via an electronic communication to said vendor regarding said request and said at least one step; and sixth instructions for maintaining contact with said vendor regarding said at least one step to accomplish said at least one step. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24)

Martin fail to explicitly teach commercial and wherein ownership interest in the mortgage loan is provided via at least one mortgage backed security.

However Ashenmil discloses in the preferred embodiment, the REBO may be collected with other REBOs to produce a pool of REBOs, thereby diversifying the

investment and reducing the overall risk. Since the REBO is an option or contractual right on the part of the REBO owner to receive a future cash flow, it is as easily securitized as any other cash generating asset, such as credit card accounts, home equity loans, and mortgages. Securitizing a REBO or pool of REBOs enables the owner of the REBOs to receive cash in the present for a predicted future cash flow. As such, well-known methods of asset-backed securitization can be applied to the REBO to make it a valuable investment tool.(see column 11 lines 15-32).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Martin to include commercial and wherein ownership interest in the mortgage loan is provided via at least one mortgage backed security taught by Ashenmil in order to securitise the mortgage.

As per claim 47, Martin discloses a system for facilitating response to an inquiry from an investor regarding a commercial mortgage loan,

comprising:

a memory;

a communication port; and

a processor connected to said memory and said communication port, said processor being operative to allow access, by an investors to an electronically accessible resource, that includes information regarding an mortgage loan, receive an inquiry via said electronically accessible resource from said investor regarding said mortgage loan(see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24)

determine at least one other investor associated with said mortgage loan;

determine a response to said inquiry and provide said response to said investor and said at least one other investor. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

Martin fail to explicitly teach commercial and wherein ownership interest in the commercial mortgage loan is provided to at least one investor via at least one commercial mortgage backed security.

However Ashenmil discloses in the preferred embodiment, the REBO may be collected with other REBOs to produce a pool of REBOs, thereby diversifying the investment and reducing the overall risk. Since the REBO is an option or contractual right on the part of the REBO owner to receive a future cash flow, it is as easily securitized as any other cash generating asset, such as credit card accounts, home equity loans, and mortgages. Securitizing a REBO or pool of REBOs enables the owner of the REBOs to receive cash in the present for a predicted future cash flow. As such, well-known methods of asset-backed securitization can be applied to the REBO to make it a valuable investment tool.(see column 11 lines 15-32).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Martin to include commercial and wherein ownership interest in the commercial mortgage loan is provided to at least one investor via at least one commercial mortgage backed security taught by Ashenmil in order to securitize the mortgage.

As per claim 48, Martin discloses a computer program product in a computer readable medium for facilitating response to an inquiry from an investor regarding a commercial mortgage loan comprising:

instructions for facilitating access by an investor to an electronically accessible resource, that includes information regarding an existing mortgage loan, instructions for obtaining an inquiry via said electronically accessible resource from said investor regarding said mortgage loan(see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24)

third-instructions for identifying at least one other investor associated with said mortgage loan instructions for identifying a response to said inquiry; and instructions for sending said response to said investor and said at least one other investor. (see column 7 lines 29-43 and see column 6 lines 63-67 and column 7 lines 1-19 and column 8 lines 12-24).

Martin fail to explicitly teach commercial and wherein ownership interest in the commercial mortgage loan is provided to at least one investor via at least one commercial mortgage backed security.

However Ashenmil discloses in the preferred embodiment, the REBO may be collected with other REBOs to produce a pool of REBOs, thereby diversifying the investment and reducing the overall risk. Since the REBO is an option or contractual right on the part of the REBO owner to receive a future cash flow, it is as easily securitized as any other cash generating asset, such as credit card accounts, home equity loans, and mortgages. Securitizing a REBO or pool of REBOs enables the owner of the REBOs to receive cash in the present for a predicted future cash flow. As such, well-known methods of asset-backed securitization can be applied to the REBO to make it a valuable investment tool.(see column 11 lines 15-32). Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Martin to include commercial and wherein ownership interest in the commercial mortgage loan is provided to at least one investor via at least one commercial mortgage backed security taught by Ashenmil in order to securitize the mortgage.

### Conclusion

### RESPONSE TO ARGUMENTS

7. Applicant's arguments filed on 10/18 /07 have been fully considered but they are moot in view of new grounds of rejections.
8. Applicant's claims 19, 36, 45-48, states **"identifying a vendor that can provide" to accomplish " at least one step is to be provided" vendor to provide said service" vendor that can provide service"**.

However the subject matter of a properly construed claim is defined by the terms that limit its scope. It is this subject matter that must be examined. As a general matter, the grammar and intended meaning of terms used in a claim will dictate whether the language limits the claim scope. Language that suggests or makes optional but does not require steps to be performed or does not limit a claim to a particular structure does not limit the scope of a claim or claim limitation. The following are examples of language that may raise a question as to the limiting effect of the language in a claim:

- (A) statements of intended use or field of use,
- (B) "adapted to" or "adapted for" clauses,



(C) "wherein" clauses, or

(D) "whereby" clauses.

This list of examples is not intended to be exhaustive. See also MPEP § 2111.04.

\*\*>USPTO personnel are to give claims their broadest reasonable interpretation in light of the supporting disclosure. In re Morris, 127 F.3d 1048, 1054-55, 44 USPQ2d 1023, 1027-28 (Fed. Cir. 1997). Limitations appearing in the specification but not recited in the claim should not be read into the claim. E-Pass Techs., Inc. v. 3Com Corp., 343 F.3d 1364, 1369, 67 USPQ2d 1947, 1950 (Fed. Cir. 2003) (claims must be interpreted "in view of the specification" without importing limitations from the specification into the claims unnecessarily). In re Prater, 415 F.2d 1393, 1404-05, 162 USPQ 541, 550-551 (CCPA 1969). See also In re Zletz, 893 F.2d 319, 321-22, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989) ("During patent examination the pending claims must be interpreted as broadly as their terms reasonably allow.... The reason is simply that during patent prosecution when claims can be amended, ambiguities should be recognized, scope and breadth of language explored, and clarification imposed.... An essential purpose of patent examination is to fashion claims that are precise, clear, correct, and unambiguous.

Only in this way can uncertainties of claim scope be removed, as much as possible, during the administrative process."<

Where an explicit definition is provided by the applicant for a term, that definition will control interpretation of the term as it is used in the claim. Toro Co. v. White Consolidated Industries Inc., 199 F.3d 1295, 1301, 53 USPQ2d 1065, 1069 (Fed. Cir. 1999) (meaning of words used in a claim is not construed in a "lexicographic vacuum, but in the context of the specification and drawings."). Any special meaning assigned to a term "must be sufficiently clear in the specification that any departure from common usage would be so understood by a person of experience in the field of the invention." Multiform Desiccants Inc. v. Medzam Ltd., 133 F.3d 1473, 1477, 45 USPQ2d 1429, 1432 (Fed. Cir. 1998). See also MPEP § 2111.01.

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Any inquiry concerning this communication from the examiner should be directed to Clement Graham at (703) 305-1874. The examiner can normally be reached on Monday, Tuesday, and Wednesday from 5:30AM. to 6:00PM.

9. If any attempt to reach the examiner by telephone is unsuccessful, the examiner's supervisor, Kambiz Adbi can be reached on 571-272-6702.

The Official Fax Number for TC-3600 is: (703) 305-7687

Clement Graham

Dec 29, 2007

  
FRANTZY POINVIL  
PRIMARY EXAMINER  
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